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**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

PACIFIC GAS AND ELECTRIC  
COMPANY,

Debtors.

☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors  
*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Case No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**UTILITY TREE SERVICE, LLC'S  
RESPONSE AND RESERVATION OF  
RIGHTS RE REORGANIZED  
DEBTORS' TWENTY-THIRD  
OMNIBUS OBJECTION TO CLAIMS  
(NO LIABILITY CLAIMS)**

Date: November 17, 2020

Time: 10:00 a.m.

Place: (Telephonic Appearance Only)

450 Golden Gate Avenue

Courtroom 17, 16<sup>th</sup> Floor

San Francisco, CA 94102

Related Docket No. 9278

Utility Tree Service, LLC ("UTS") responds as follows to the Reorganized Debtors' Twenty-Third Omnibus Objection to Claims (No Liability Claims) [Dkt #9278] ("Objection") with respect to the Debtors' proposed treatment of UTS's Claim No. 97051:

1 The Objection requests that the Court disallow and expunge UTS's Claim No. 97051  
2 ("Indemnity Claim"). The Indemnity Claim asserts a contingent, unliquidated indemnity claim  
3 related to certain pre-petition services that UTS provided to debtor Pacific Gas and Electric  
4 Company (the "Utility"). Under the terms of the Debtors' confirmed plan, the Indemnity Claim  
5 qualifies as a Fire Victim Claim, and is therefore channeled to the Fire Victim Trust to be addressed  
6 there.

7 UTS's undersigned counsel has been in communications with Debtors' counsel concerning  
8 the Objection, the proposed treatment of the Indemnity Claim, and the Indemnity Claim's status as  
9 a Fire Victim Claim. The Debtors have confirmed that the default application and proposed order  
10 on the Objection will contain the following language with respect to the Indemnity Claim (adjusted  
11 to reflect the claim number of the Indemnity Claim): "Claimant contends that its Claim is a Fire  
12 Victim Claim as defined in the Plan. Accordingly, Claim No. ## will be disallowed because it is not  
13 an obligation of the Debtors' estate. Instead, the Claim is channeled to the Fire Victims Trust to be  
14 addressed there as a Fire Victim Claim, all rights reserved." UTS is agreeable with this language.

15 UTS disputes the substantive basis for the Objection, *i.e.*, that the Indemnity Claim  
16 supposedly "arise[s] post-petition pursuant to an assumed executory contract[.]" and reserves all  
17 rights to contest the asserted grounds for objection at a later date as necessary. <sup>1</sup>

18  
19 Dated: October 27, 2020

**DUANE MORRIS LLP**

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21 By: /s/ Geoffrey A. Heaton (206990)  
22 GEOFFREY A. HEATON  
23 Attorneys for UTILITY TREE  
24 SERVICE, LLC  
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27 <sup>1</sup> Among other things, the Debtors conceded in their confirmation brief that there are no executory contracts between  
28 UTS and the Debtors, and that any contracts between the parties terminated pre-petition. See Dkt #7528 at p. 55, n. 22,  
and pp. 3-4 of the "Summary of Objections to Confirmation of Plan" attached thereto.